

CITY OF FAIRFIELD

RESOLUTION NO. 2017 - 277

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD APPROVING
THE PLANS AND SPECIFICATIONS AND AWARDING A CONTRACT TO
BURKETT'S POOL PLASTERING, INC., FOR THE ALLAN WITT AQUATICS
COMPLEX POOL REHABILITATION PROJECT AND UPDATING THE FISCAL YEAR
2017/2018 BUDGET**

WHEREAS, as part of the annual pool inspection at the Allan Witt Aquatics Complex the County Health Department identified that the plaster in the pools needs to be replaced; and

WHEREAS, the bid opening for the Allan Witt Aquatics Pool Rehabilitation Project took place on November 28, 2017; and

WHEREAS, Burkett's Pool Plastering, Inc., submitted the lowest responsible and responsive bid; and

WHEREAS, staff has reviewed the bid documents from Burkett's Pool Plastering, Inc., and found them to be in order; and

WHEREAS, staff is recommending that the City Council award the Total Base Bid plus Total Bid Additive # 1 (Schedules A, B, & C) to Burkett's Pool Plastering, Inc. as the lowest responsible and responsive bidder; and

WHEREAS, the revised appropriation constitutes an update to the 2017/2018 Budget approved pursuant to Resolution No. 2017-163.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The plans and specifications for the Allan Witt Aquatics Complex Pool Rehabilitation Project are hereby approved.

Section 2. The City Manager is authorized to enter into an Agreement with Burkett's Pool Plastering, Inc., for the Allan Witt Aquatics Complex Pool Rehabilitation Project in an amount not to exceed \$308,638.00 for the Total Base Bid plus Total Bid Additive # 1.

Section 3. The Director of Public Works is hereby authorized to execute change orders for an amount not to exceed \$30,863.80 or 10% of the contract value.

Section 4. The City Manager is hereby authorized to enter into an escrow agreement for security deposits in lieu of retention for said contract if necessary.

Section 5. The City Manager is hereby authorized to implement the above mentioned contract and escrow agreement.

Section 6. The City Council hereby approves that appropriation of \$129,501.80 in unrestricted fund balance in Fund 263 AB1600 Parks transferred to Fund 251 Parks Capital Projects Division and Responsibility Code 99306 (Allan Witt Community Park) for Allan Witt Aquatics Complex Pool Rehabilitation Project.

	FY17-18 Adopted	FY17-18 Revised
Fund 263 AB1600 Parks Transferred to Fund 251 Parks Capital Projects Allan Witt Community Park	\$1,216,000.00	\$1,345,501.80
Fund 251 99306 Parks Capital Projects Allan Witt Community Park (TOTAL)	\$1,216,000.00	\$1,345,501.80

PASSED AND ADOPTED this 19th day of December, 2017, by the following vote:

AYES: COUNCILMEMBERS: PRICE/TIMM/BERTANI/MOY/VACCARO

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: NONE

ABSTAIN: COUNCILMEMBERS: NONE


MAYOR

ATTEST:

CITY CLERK
pw

CITY OF FAIRFIELD
STATE OF CALIFORNIA

PROPOSAL

ALLAN WITT AQUATICS COMPLEX POOL REHABILITATION

To the City Clerk of the City of Fairfield:

The undersigned declares that he has examined the locations of the proposed work, that he has examined the plans, specifications, and all the contract documents, and hereby proposes to furnish all materials, labor, equipment, and perform all the work in strict accordance with said plans, specifications, and contract documents in consideration of the attached schedule.

The undersigned further agrees that, upon written acceptance of this bid, he will within 15 working days of receipt of such notice execute a formal contract agreement with the City of Fairfield, with necessary bonds and certificate and city standard form endorsement of insurance. He also agrees that, in the case of default in executing the contract, the proceeds of the check or bond accompanying his bid shall become the property of the City of Fairfield.

The undersigned agrees that, if awarded the contract, he will commence the work upon written notice to proceed and shall diligently prosecute the same to completion before the expiration of **50 working days** from the date of said written notice to proceed.

Bids are to be submitted for the entire work.

The amount of the bid for comparison purposes will be total amount of bid.

The bidder shall set forth for each unit basis item of work an item price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for this item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

The following quantities are approximate only, being given as a basis for the comparison of bids, and the City of Fairfield does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer. The undersigned further agrees to accept the aforesaid unit bid prices in compensation for any additions or deductions caused by variation in quantity due to more accurate measurement or by any changes or alterations in the plans or specifications of the work.

Bidder acknowledges receipt of the following addenda:

Addendum No.	<u># 1</u>	Date:	<u>Nov. 21st 2017</u>
Addendum No.	<u> </u>	Date:	<u> </u>
Addendum No.	<u> </u>	Date:	<u> </u>
Addendum No.	<u> </u>	Date:	<u> </u>

CITY OF FAIRFIELD
STATE OF CALIFORNIA

ALLAN WITT AQUATICS COMPLEX POOL REHABILITATION PROJECT

Addendum No. 1

November 21, 2017

This constitutes Addendum No. 1 to the Contract Documents for the ALLAN WITT AQUATICS COMPLEX POOL REHABILITATION PROJECT (Project). The Bidder shall acknowledge receipt of this Addendum on Page P-2 of the Bidder's Proposal (Blue Section) and attach this signed Addendum to the Bidder's Proposal when submitted.

Instructions to Bidders

- 1) On Page IB-3, **replace** the first sentence in Section 11. AWARD OF CONTRACT with the following:

The award of the contract, if it be awarded, will be made to the lowest responsible, responsive bidder and is anticipated to be made within sixty-five (65) days after the opening of the proposals

- 2) On Page IB-3, **replace** the third sentence in Section 11. AWARD OF CONTRACT with the following:

The basis of bid award shall be the lowest bid determined by totaling the Total Base Bid PLUS the Total Bid Additive #1 and whose Bid complies with the specified requirements. However, the City may approve or reject the Bid Additive #1 at its discretion.

Proposal

- 3) **Replace** Pages P-4 through P-6 with the attached Pages P-4A through P-6A.

Agreement

- 4) **Replace** Pages A-3 through A-5 with the attached Pages A-3A through A-5A.

Special Provisions

- 5) On Page SP-11, **add** the following to Section 31. CHIP OUT THE EXISTING PLASTER, 31.1. MATERIALS AND EXECUTION:

The City will drain the pools of water. The Contractor shall be aware that ground water is expected to be encountered and the contractor shall use means of dewatering or methods of reducing pressure against the shell of the pools to avoid damage to the structures. The existing well head located by the Activity Pool diving

ALLAN WITT AQUATICS COMPLEX POOL REHABILITATION PROJECT

Addendum No. 1

November 21, 2017

board can be used for dewatering. The contractor will need to supply the pump, power, and staff to monitor the well.

- 6) On Page SP-11, **replace** Section 31. CHIP OUT THE EXISTING PLASTER, 31.2. MEASUREMENT AND PAYMENT with the following:

The contract lump sum price paid for **CHIP OUT THE EXISTING PLASTER AND HAUL AWAY/DEWATERING** as shown in the bid schedule shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, for doing all the work involved in chipping out the plaster and dewatering or any other pressure reducing measures, including removal and disposal as specified in the Contract Documents and as directed by the City Engineer and no additional compensation will be allowed therefor.

- 7) On Page SP-11, **replace** Section 33. SWIMMING POOL CERAMIC TILE, 33.1. MATERIALS AND EXECUTION with the following:

A. Ceramic tile shall include the following: Racing lane tile, wall target tile, trim tile on steps, 4 1/2' depth tile, and depth marker tile.

- 8) On Page SP-12, **add** the following to Section 33. SWIMMING POOL CERAMIC TILE, 33.5. PRODUCTS:

D. Depth Marker Tile: Tile shall be unglazed ceramic tile with an absorption rate of less than 1% as manufactured by Dal-Tile or approved equal. Size of tile to be 1" x 1". Depth markers shall be 6" in height. Color of tile to match existing color or as approved by the Engineer (Existing color for the Activity Pool and Receiving Pool is a light grey number on a blue field. Existing color for the Children's Pool is an ebony number on a light grey field). For the Activity Pool and Receiving Pool, depth markers are to be replaced on both the deck surface and at the waterline. Depth markers to include the appropriate depth in a number followed by the appropriate letters ("FT" or "IN"). Current depth markers have a number followed by a symbol (' or "). Any additional tile removed and replaced due to the difference in nomenclature shall be included in the cost of remove and replace depth marker tile.

ALLAN WITT AQUATICS COMPLEX POOL REHABILITATION PROJECT

Addendum No. 1 (con't)

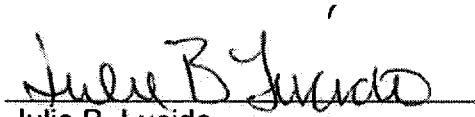
November 21, 2017

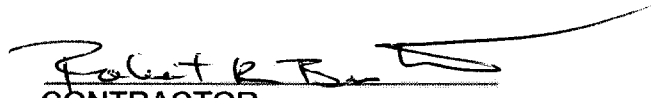
- 9) On Page SP-18, **add** the following to Section 40. SWIMMING POOL PLASTER, 40.12(A) POOL FILLING:

The City will provide the water and fill the pools.

APPROVED:

ACKNOWLEDGEMENT:


Julie B. Lucido
City Engineer


CONTRACTOR

Attachments:

Pages P-4A through P-6A
Pages A-3A through A-5A

BURKETT'S

POOL PLASTERING, INC.

Replastering & Remodeling

PROJECT	LOCATION	GENERAL CONTRACTOR
Acalanes High School	Lafayette, CA	Western Water Features
Alan Witt Aquatic Center	Fairfield, CA	Pool Scene, Inc
Albany High School	Albany, CA	Pool Scene, Inc
Amador High School	Pleasanton, CA	California Commercial Pools
Ambrose Aquatic Center	Pittsburg, CA	Waterworks Industries
American Canyon High School	American Canyon, CA	Western Water Features
American River College	Sacramento, CA	Waterworks Industries
Aptos High School	Aptos, CA	Western Water Features
Aragon High School	San Mateo, CA	Waterworks Industries
Armijo High School	Fairfield, CA	Pool Scene, Inc
Barbara Wackford Community Pool	Elk Grove, CA	
Bear Creek High School	Stockton, CA	Western Water Features
Bear River Aquatic Center	Grass Valley, CA	Western Water Features
Belle Haven Park	Menlo Park, CA	TriCon Aquatics
Bellarmine Prep School	San Jose, CA	Burkett's Pool Plastering, Inc
Benicia B Pool	Rhonert Park, CA	
Berkeley High School	Berkeley, CA	California Commercial Pools
Blackhawk Community Pool	Blackhawk, CA	Western Water Features
Boys & Girls Club	San Francisco, CA	
Bret Harte High School	Angels Camp, CA	TriCon Construction
Brisbane Community Pool	Brisbane, CA	
Cal State Fullerton	Fullerton, CA	
Cal State Monterey Bay	Seaside, CA	
Calaveras High School	San Andreas, CA	Waterworks Industries
California Polytechnic Student Rec Center	San Luis Obispo, CA	Mission Pools
California Polytechnic	San Luis Obispo, CA	California Commercial Pools
California State University, Fresno	Fresno, CA	Western Water Features
California State University, Stanislaus	Turlock, CA	TriCon Construction
Camden Community Pool	San Jose, CA	
Capuchino High School	San Bruno, CA	Waterworks Industries
Central High School	Fresno, CA	Burkett's Pool Plastering, Inc
Chabot College	Hayward, CA	Pool Scene, Inc
Chico State University	Chico, CA	Western Water Features
Coffman Community Pool	San Francisco, CA	Western Water Features
College of San Mateo	San Mateo, CA	Western Water Features
Combat Training Tank	Miramar, CA	Aquatic Technologies
Concord Community Pool	Concord, CA	Pool Scene, Inc
Coronado High School	Coronado, CA	Mission Pools
Cupertino High School	Cupertino, CA	Burkett's Pool Plastering, Inc
Curry Village Lodge	Yosemite, CA	
CV Starr	Fort Bragg, CA	Waterworks Industries
De La Salle High School	Concord, CA	Western Water Features

P.O. Box 938 • Salida, California 95368

(209) 599-3317 • Fax (209) 545-3848

Contractor's License: CA #608182 • NV #0071844

Deer Valley High School	Antioch, CA	TriCon Construction
Defremery Pool	Oakland, CA	Burkett's Pool Plastering, Inc
Del Oro High School	Loomis, CA	Western Water Features
Delta College	Stockton, CA	Western Water Features
Dixon Aquatic Center (competition pool)	Dixon, CA	Burkett's Pool Plastering, Inc
Dixon Aquatic Center (training pool)	Dixon, CA	Western Water Features
Dougherty Valley High School	Danville, CA	Western Water Features
Downey High School	Modesto, CA	Pool Scene, Inc
Edgewood Resort	South Tahoe, NV	Western Water Features
Edison High School	Fresno, CA	California Commercial Pools
El Capitan High School	Merced, CA	Western Water Features
El Cerrito Aquatic Center	El Cerrito, CA	California Commercial Pools
El Diamante High School	Visalia, CA	California Commercial Pools
Elk Grove Aquatic Center	Elk Grove, CA	Western Water Features
Emerald Glen Aquatic	Dublin, CA	Western Water Features
Emeryville Aquatic Center	Emeryville, CA	Waterworks Industries
Encinal High School	Alameda, CA	Western Water Features
Enoch's High School	Modesto, CA	Waterworks Industries
Escalon High School	Escalon, CA	
Everett Alvarez High School	Salinas, CA	Pool Scene, Inc
Evergreen High School	San Jose, CA	Western Water Features
Foothill College	Los Altos, CA	TriCon Construction
Foothill High School	Pleasanton, CA	California Commercial Pools
Franklin High School	Stockton, CA	
Fremont High School	Sunnyvale, CA	
Fremont Water Park	Fremont, CA	Western Water Features
Fresno City College	Fresno, CA	
Fresno State College	Fresno, CA	
Galt Aquatic Center	Galt, CA	Burkett's Pool Plastering, Inc
Gilroy High School	Gilroy, CA	Burkett's Pool Plastering, Inc
Golden Bear Pool - UC Berkeley	Berkeley, CA	Burkett's Pool Plastering, Inc
Google (The Quad)	Mountain View, CA	
Gouche Park	Yuba City, CA	Western Water Features
Grand Sierra Resort	Reno, NV	Western Water Features
Granite Ridge High School	Rocklin, CA	TriCon Construction
Grossmont Union High School	San Diego, CA	
Gunderson High School	San Jose, CA	Burkett's Pool Plastering, Inc
Gunn High School	Palo Alto, CA	Western Water Features
Hamilton Pool	Novato, CA	Pool Scene, Inc
Hamilton Pool for City of San Francisco	San Francisco, CA	Burkett's Pool Plastering, Inc
Harbor High School	Santa Cruz, CA	Western Water Features
Hartnell College	Salinas, CA	Western Water Features
Heritage Aquatic Park	Irvine, CA	Mission Pools

Heritage High School	Brentwood, CA	Western Water Features
Hillsdale High School	San Mateo, CA	Waterworks Industries
Homestead High School	Cupertino, CA	Western Water Features
Humboldt State University	Arcata, CA	Western Water Features
Independence High School	San Jose, CA	Waterworks Industries
James Lemos Pool City of Benecia	Benecia, CA	
James Lick High School	San Jose, CA	Western Water Features
Jewish Community Center	LaJoya, CA	Mission Pools
Joe Wilson Aquatic Center	Tracy, CA	Waterworks Industries
Johansen High School	Modesto, CA	
Junipero Serra High School	San Mateo, CA	Western Water Features
Kimbell High School	Tracy, CA	TriCon Construction
King Pool City of Berkeley	Berkeley, CA	
LA Fitness	Fremont, CA	
LA Fitness	Hayward, CA	
LA Fitness	San Francisco, CA	
LA Fitness	(East Brokaw) San Jose, CA	
LA Fitness	(Newell Dr) San Jose, CA	
Laguna Honda Hospital	San Francisco, CA	Western Water Features
Lake Temescal Pool	Berkeley, CA	Pool Scene, Inc
Lathrop High School	Lathrop, CA	Western Water Features
Legoland	Carlsbad, CA	California Commercial Pools
Leland High School	San Jose, CA	Burkett's Pool Plastering, Inc
Lemoore Tribal Center	Lemoore, CA	Western Water Features
Lincoln High School	Stockton, CA	California Commercial Pools
Lincoln High School	San Jose, CA	Burkett's Pool Plastering, Inc
Livermore Community Center	Livermore, CA	California Commercial Pools
Los Altos High School	Los Altos, CA	Western Water Features
Los Gatos High School	Los Gatos, CA	Western Water Features
Los Medonos Jr College	Pittsburg, CA	Western Water Features
Lynbrook High School	San Jose, CA	Western Water Features
Madera High School	Madera, CA	Waterworks Industries
Manteca High School	Manteca, CA	
Martin Luther King Community Center	Bakersfield, CA	California Commercial Pools
McBean Memorial Park	Lincoln, CA	Pool Scene, Inc
McMurtrey Aquatic	Bakersfield, CA	California Commercial Pools
McNair High School	Stockton, CA	Western Water Features
Menlo Atherton High School	Atherton, CA	Burkett's Pool Plastering, Inc
Merced High School	Merced, CA	Martin Corp
Merrill West High School	Tracy, CA	Pool Scene, Inc
Mills College	Oakland, CA	Burkett's Pool Plastering, Inc
Mills High School	Millbrae, CA	Waterworks Industries
Miramar Naval Base	San Diego, CA	Aquatic Technologies

Mission Pool	San Francisco, CA	
Modesto High School	Modesto, CA	
Modesto Junior College	Modesto, CA	Pool Scene, Inc
Monte Vista High School	Cupertino, CA	Western Water Features
Monterey Peninsula College	Monterey, CA	Waterworks Industries
Morgan Hill Aquatic Center	Morgan Hill, CA	California Commercial Pools
Mountain View High School	Mountain View, CA	Burkett's Pool Plastering, Inc
Mt House High School	Moutain House, CA	Western Water Features
Mt Pleasant High School	San Jose, CA	Western Water Features
Natomas High School	Sacramento, CA	Western Water Features
Nevada Union High School	Grass Valley, CA	
Northgate High School	Walnut Creek, CA	
Novato High School	Novato, CA	Waterworks Industries
Oak Grove High School	San Jose, CA	TriCon Construction
Oakdale High School	Oakdale, CA	Waterworks Industries
Oceania High School	Pacifica, CA	Western Water Features
Ohlone College	Fremont, CA	Western Water Features
Olympic Club	San Francisco, CA	Martin Corp
Orinda Park Pool	Orinda, CA	Western Water Features
Overfelt High School	San Jose, CA	Western Water Features
Pacific Grove High School	Pacific Grove, CA	
Palm Desert Aquatic Park	Palm Desert, CA	Waterworks Industries
Palmdale Aquatic Park	Palmdale, CA	Western Water Features
Palo Alto High School	Palo Alto, CA	Western Water Features
Patterson Aquatic Center	Patterson, CA	Pool Scene, Inc
Piedmont High School	San Jose, CA	Western Water Features
Pioneer Jr High School	San Jose, CA	Burkett's Pool Plastering, Inc
Pleasant Hill Aquatic Center	Pleasant Hill, CA	Western Water Features
Portola Community Center	Portola, CA	TriCon Construction
Prewett Aquatic Park	Antioch, CA	Burkett's Pool Plastering, Inc
Puttullo Swim Center	Seaside, CA	California Commercial Pools
Rankin Aquatic Park	Martinez, CA	TriCon Construction
Redding Aquatic Center	Redding, CA	Western Water Features
Redwood High School	Tiburon, CA	Western Water Features
Regan Educational Center	Clovis, CA	Burkett's Pool Plastering, Inc
Ripon High School	Ripon, CA	Western Water Features
Rodriguez High School	Fairfield, CA	Pool Scene, Inc
Ronald McNair High School	Stockton, CA	Waterworks Industries
Roseville Aquatic Center	Roseville, CA	City of Roseville
Sacramento City College	Sacramento, CA	Western Water Features
Sacramento High School	Sacramento, CA	
Salinas Aquatic Swim Center	Salinas, CA	Western Water Features
San Francisco City College	San Francisco, CA	Waterworks Industries

San Francisco Wellness Center	San Francisco, CA	TriCon Construction
San Mateo High School	San Mateo, CA	Pool Time
San Rafael High School	San Rafael, CA	Burkett's Pool Plastering, Inc
Sanger High School	Sanger, CA	Burkett's Pool Plastering, Inc
Santa Barbara High School	Santa Barbara, CA	Mission Pools
Santa Teresa High School	San Jose, CA	Western Water Features
Sava Park	San Francisco, CA	Western Water Features
SCRA Pool Stanford	Palo Alto, CA	Waterworks Industries
Sequoia West High School	Redwood City, CA	Burkett's Pool Plastering, Inc
Sierra High School	Auberry, CA	California Commercial Pools
Sierra High School	Manteca, CA	Western Water Features
Sillman Aquatic Center	Newark, CA	California Commercial Pools
Silver Creek High School	San Jose, CA	Western Water Features
Simpson Swim Center	Santa Cruz, CA	Burkett's Pool Plastering, Inc
Sir Francis Drake High School	San Rafael, CA	Western Water Features
Soquel High School	Soquel, CA	TriCon Construction
South San Francisco High School	San Francisco, CA	California Waters
Spath Aquatic Center	Fort Bragg, CA	Waterworks Industries
St Ignatius School	San Francisco, CA	Burkett's Pool Plastering, Inc
St Mary's High School	Stockton, CA	Western Water Features
St Mary's College	Moraga, CA	
Stagg High School	Stockton, CA	Western Water Features
Stanford Aquatic Center West Rec Pool	Stanford, CA	
Steel Canyon High School	Spring Valley, CA	
Strathmoore High School	Strathmoore, CA	Waterworks Industries
Tamalpais High School	Mill Valley ,CA	Waterworks Industries
The Hills Swim & Tennis Club	Oakland, CA	
Third Ed	Clovis, CA	Western Water Features
Tracy High School	Tracy, CA	Pool Scene, Inc
Tulare West High School	Tulare, CA	Burkett's Pool Plastering, Inc
Tuolumne Pool	Sonora, CA	Burkett's Pool Plastering, Inc
Turlock High School	Turlock, CA	
Twenty Nine Palms Marine Corp Base	Twenty Nine Palms, CA	Burkett's Pool Plastering, Inc
University of California, Berkely Gold Bear	Berkeley, CA	
University of California, Davis (new 50m pool)	Davis, CA	Mission Pools
University of California, Davis (remodel)	Davis, CA	Market One Builders
University of California, Los Angeles Spieker Pool	Los Angeles, CA	California Commercial Pools
University of California, San Diego	San Diego, CA	
University of California, San Francisco	San Francisco, CA	
University of California, Santa Cruz	Santa Cruz, CA	California Commercial Pools
University of Pacific	Stockton, CA	Burkett's Pool Plastering, Inc
University of San Francisco	San Francisco, CA	Waterworks Industries
Vaca Valley Wellness	Vacaville, CA	Waterworks Industries

Valley Christian High School	San Jose, CA	Burkett's Pool Plastering, Inc
Valley High School	Santa Ana, CA	Pool Scene, Inc
Vintage High School	Napa, CA	Waterworks Industries
Vista Del Lago High School	Folsom, CA	Western Water Features
Walter Graham Aquatic Center	Vacaville, CA	
Washington High School	Fremont, CA	California Commercial Pools
Washington High School	West Sacramento, CA	Western Water Features
Washington Middle School	Sanger, CA	Burkett's Pool Plastering, Inc
Watsonville High School	Watsonville, CA	Pool Scene, Inc
West Campus City of Berkeley	Berkeley, CA	
West Hills High School	Santee, CA	
Westmoor High School	Daly City, CA	Pool Scene, Inc
Weston Ranch High School	Stockton, CA	Nadar, Inc
Winters High School	Winters, CA	TriCon Construction
Woodside High School	Woodside, CA	Western Water Features
Woodside Priory School	Woodside, CA	Western Water Features
Yerba Buena High School	San Jose, CA	Western Water Features
Yosemite High School	Oak Hurst, CA	Nadar, Inc

Past Experience

The Contractor shall have completed 2 pool rehabilitation projects of similar size over the last three (3) years in order to bid the project. List previous projects in the below table

Project Name	Contact (Name, Phone Number, Email address)	Date Completed
Pat Granucci Aquatic Center Dixon, CA.	Dave Harigon (707) 678-7051 dharigon@ci.dixon.ca.us	March 2017
James Lemos Swim Center Benicia, CA.	Rick Knight (707) 746-4322 rknight@ci.benicia.ca.us	11/6/17
Cupertino High School Cupertino, CA.	Erik Walukiewicz (408) 522-2256 erik_walukiewicz@fuhsd.org	Dec 2014
Fremont High School Sunnyvale, CA.	Erik Walukiewicz (408) 522-2256 erik_walukiewicz@fuhsd.org	Dec 2015
Hamilton Pool San Francisco, CA.	Jim Wheeler (415) 518-3284 james.wheeler@sfgov.org	Nov 2014
Grand Sierra Resort Reno, NV.	Dan Parks cell = (916) 417-3282 Did project as subcontractor for Western Water Features	July 2017

ALLAN WITT AQUATICS COMPLEX POOL REHABILITATION

BID SCHEDULE

BASE BID

Item No.	Item of Work	Unit	Qty.	Unit Price	Total Price
BID SCHEDULE A – INDOOR ACTIVITY POOL					
A1	Obtain Required Permits / Drain Certs	LS	1	\$2,500	\$2,500
A2	Chip Out the Existing Plaster and Haul Away/Dewatering	LS	1	\$74,950	\$74,950
A3	Ceramic Tile (Remove and Replace Existing Racing Lane with 2" x 2" Tile)	EA	6	\$1,794	\$10,764
A4	Ceramic Tile (Remove and Replace Existing Wall Targets with 2" x 2" Tile)	EA	12	\$210	\$2,520
A5	Ceramic Tile (Remove and Replace Trim Tile on Steps with 2 1/2" x 6" Tile)	LF	150	\$31.60	\$4,740
A6	Ceramic Tile (Remove and Replace 4" Wide Tile Strip Across the Pool Floor at the 4 1/2' Depth)	LF	42	\$25	\$1,050
A7	Ceramic Tile (Remove and Replace Depth Marker Tile with 1" x 1" Tile)	EA	52	\$125	\$6,500
A8	Remove and Replace the 18" x 18" Main Drain Frame and Grate Assembly	EA	6	\$125	\$750
A9	Remove and Replace the 12" x 12" Main Drain Frame and Grate Assembly	EA	2	\$75	\$150
A10	Remove and Replace the Sets of Wall Step Inserts	EA	3	\$550	\$1,650
A11	Remove and Replace the Floor Inlet Fittings and Add 12" x 12" Tile-surrounds with 1" x 1" Tile	EA	31	\$125	\$3,875
A12	Apply 2 Coats of White Pool Plaster	LS	1	\$74,950	\$74,950
TOTAL BID SCHEDULE A:				\$184,399	

BASE BID CONTINUED

Item No.	Item of Work	Unit	Qty.	Unit Price	Total Price
BID SCHEDULE B - CHILDREN'S POOL					
B1	Obtain Required Permits / Drain Certs	LS	1	\$2,500	\$2,500
B2	Remove and Re-install Play Equipment as Required for Plastering	LS	1	\$7,500	\$7,500
B3	Chip Out the Existing Plaster and Haul Away/Dewatering	LS	1	\$34,650	\$34,650
B4	Ceramic Tile (Remove and Replace Depth Marker Tile with 1" x 1" Tile)	EA	10	\$125	\$1,250
B5	Remove and Replace the 18" x 18" Main Drain Frame and Grate Assembly	EA	4	\$125	\$500
B6	Remove and Replace the 12" x 12" Main Drain Frame and Grate Assembly	EA	2	\$75	\$150
B7	Remove and Replace the Floor Inlet Fittings and Add 12" x 12" Tile-Surrounds with 1" x 1" Tile	EA	16	\$125	\$2,000
B8	Repair the Pool Rust Spots	EA	16	\$200	\$3,200
B9	Repair the Concrete at the Rim-Flow Gutter	LF	50	\$50	\$2,500
B10	Apply 2 Coats of White Pool Plaster	LS	1	\$34,650	\$34,650
TOTAL BID SCHEDULE B:				\$88,900	
TOTAL BASE BID (SCHEDULE A + SCHEDULE B):				\$273,299	

BID ADDITIVE #1

Item No.	Item of Work	Unit	Qty.	Unit Price	Total Price
BID SCHEDULE C – BID ADDITIVE #1 - RECEIVING POOL					
C1	Obtain Required Permits/Drain Certs	LS	1	\$2,500	\$2,500
C2	Chip Out the Existing Plaster and Haul Away/Dewatering	LS	1	\$12,870	\$12,870
C3	Ceramic Tile (Remove and Replace Trim Tile at Underwater Steps with 2 1/2" x 6" Tile)	LF	96	\$24	\$2,304
C4	Ceramic Tile (Remove and Replace Depth Marker Tile with 1" x 1" Tile)	EA	14	\$125	\$1,750
C5	Remove and Replace the 18" x 18" Main Drain Frame and Grate Assembly	EA	4	\$125	\$500
C6	Remove and Replace the Sets of Wall Step Inserts	EA	2	\$550	\$1,100
C7	Remove and Replace the Skimmer Equalizer Covers	EA	4	\$80	\$320
C8	Remove and Replace the Floor Inlet Fittings and Add 12" x 12" Tile-surrounds with 1" x 1" Tiles	EA	9	\$125	\$1,125
C9	Apply 2 Coats of White Pool Plaster	LS	1	\$12,870	\$12,870
TOTAL BID SCHEDULE C (BID ADDITIVE #1):				\$35,339	

TOTAL BASE BID + TOTAL BID ADDITIVE #1 (SCHEDULE A + SCHEDULE B + SCHEDULE C) = (FOR DETERMINATION OF BID AWARD)	\$308,638
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The basis of bid award shall be the lowest bid determined by totaling the Total Base Bid PLUS the Total Bid Additive #1 and whose Bid complies with the specified requirements. However, the City may approve or reject the Bid Additive #1 at its discretion.

ALLAN WITT AQUATICS COMPLEX POOL REHABILITATION

BID SCHEDULE

BASE BID

Item No.	Item of Work	Unit	Qty.	Unit Price	Total Price
BID SCHEDULE A – INDOOR ACTIVITY POOL					
A1	Obtain Required Permits / Drain Certs	LS	1	\$2,500	\$2,500
A2	Chip Out the Existing Plaster and Haul Away/Dewatering	LS	1	\$74,950	\$74,950
A3	Ceramic Tile (Remove and Replace Existing Racing Lane with 2" x 2" Tile)	EA	6	\$1,794	\$10,764
A4	Ceramic Tile (Remove and Replace Existing Wall Targets with 2" x 2" Tile)	EA	12	\$210	\$2,520
A5	Ceramic Tile (Remove and Replace Trim Tile on Steps with 2 1/2" x 6" Tile)	LF	150	\$31.60	\$4,740
A6	Ceramic Tile (Remove and Replace 4" Wide Tile Strip Across the Pool Floor at the 4 1/2' Depth)	LF	42	\$25	\$1,050
A7	Ceramic Tile (Remove and Replace Depth Marker Tile with 1" x 1" Tile)	EA	52	\$125	\$6,500
A8	Remove and Replace the 18" x 18" Main Drain Frame and Grate Assembly	EA	6	\$125	\$750
A9	Remove and Replace the 12" x 12" Main Drain Frame and Grate Assembly	EA	2	\$75	\$150
A10	Remove and Replace the Sets of Wall Step Inserts	EA	3	\$550	\$1,650
A11	Remove and Replace the Floor Inlet Fittings and Add 12" x 12" Tile-surrounds with 1" x 1" Tile	EA	31	\$125	\$3,875
A12	Apply 2 Coats of White Pool Plaster	LS	1	\$74,950	\$74,950
TOTAL BID SCHEDULE A:				\$184,399	

BASE BID CONTINUED

Item No.	Item of Work	Unit	Qty.	Unit Price	Total Price
BID SCHEDULE B - CHILDREN'S POOL					
B1	Obtain Required Permits / Drain Certs	LS	1	\$2,500	\$2,500
B2	Remove and Re-install Play Equipment as Required for Plastering	LS	1	\$7,500	\$7,500
B3	Chip Out the Existing Plaster and Haul Away/Dewatering	LS	1	\$34,650	\$34,650
B4	Ceramic Tile (Remove and Replace Depth Marker Tile with 1" x 1" Tile)	EA	10	\$125	\$1,250
B5	Remove and Replace the 18" x 18" Main Drain Frame and Grate Assembly	EA	4	\$125	\$500
B6	Remove and Replace the 12" x 12" Main Drain Frame and Grate Assembly	EA	2	\$75	\$150
B7	Remove and Replace the Floor Inlet Fittings and Add 12" x 12" Tile-Surrounds with 1" x 1" Tile	EA	16	\$125	\$2,000
B8	Repair the Pool Rust Spots	EA	16	\$200	\$3,200
B9	Repair the Concrete at the Rim-Flow Gutter	LF	50	\$50	\$2,500
B10	Apply 2 Coats of White Pool Plaster	LS	1	\$34,650	\$34,650
TOTAL BID SCHEDULE B:				\$88,900	
TOTAL BASE BID (SCHEDULE A + SCHEDULE B):				\$273,299	

BID ADDITIVE #1

Item No.	Item of Work	Unit	Qty.	Unit Price	Total Price
BID SCHEDULE C – BID ADDITIVE #1 - RECEIVING POOL					
C1	Obtain Required Permits/Drain Certs	LS	1	\$2,500	\$2,500
C2	Chip Out the Existing Plaster and Haul Away/Dewatering	LS	1	\$12,870	\$12,870
C3	Ceramic Tile (Remove and Replace Trim Tile at Underwater Steps with 2 1/2" x 6" Tile)	LF	96	\$24	\$2,304
C4	Ceramic Tile (Remove and Replace Depth Marker Tile with 1" x 1" Tile)	EA	14	\$125	\$1,750
C5	Remove and Replace the 18" x 18" Main Drain Frame and Grate Assembly	EA	4	\$125	\$500
C6	Remove and Replace the Sets of Wall Step Inserts	EA	2	\$550	\$1,100
C7	Remove and Replace the Skimmer Equalizer Covers	EA	4	\$80	\$320
C8	Remove and Replace the Floor Inlet Fittings and Add 12" x 12" Tile-surrounds with 1" x 1" Tiles	EA	9	\$125	\$1,125
C9	Apply 2 Coats of White Pool Plaster	LS	1	\$12,870	\$12,870
TOTAL BID SCHEDULE C (BID ADDITIVE #1):				\$ 35,339	

TOTAL BASE BID + TOTAL BID ADDITIVE #1 (SCHEDULE A + SCHEDULE B + SCHEDULE C) = (FOR DETERMINATION OF BID AWARD)	\$ 308,638
---	-------------------

The basis of bid award shall be the lowest bid determined by totaling the Total Base Bid PLUS the Total Bid Additive #1 and whose Bid complies with the specified requirements. However, the City may approve or reject the Bid Additive #1 at its discretion.

ALLAN WITT AQUATICS COMPLEX POOL REHABILITATION

DESIGNATION OF SUBCONTRACTORS

In accordance with Section 8 of the General Provisions of the City of Fairfield Standard Specifications and Details for this contract, the following list of subcontractors is submitted with the proposal and made a part thereof. **The bidder shall note that he shall perform with his own organization at least 50% of the work with the remainder of the work performed by subcontractors.**

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the Engineer.

The name, CSLB license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project, the portion of the work to be performed by each subcontractor, and the percent of the total contract to be performed by each subcontractor, is set forth below. All columns are to be filled out. However, the information on percent of total contract may be submitted either with the bid, or within twenty-four (24) hours after the deadline for receipt of bids.

Subcontractor's Name and Address	Subcontractor's CSLB License Number	Portion of Work or Items to be Performed	Percent of Total Bid ¹
1)			
2)			
3)			
4)			
5)			

Note: Attach additional sheets if required

1. Must be submitted within 24-hours of deadline for receipt of bids.

Burkett's Pool Plastering, Inc

Name of Firm

600 N. Frontage Rd Ripon, CA 95366

Business Address

(209) 599-3317

Phone Number



Signature of Responsible Official

Contractor's License:

a. Class: C53 / C35 / B

b. Number: 608182

c. Expiration Date: 12/31/18

FEI Number: 77-0260097

If corporation or partnership, give legal name of corporation, president, secretary, treasurer, or names of all partners.

Burkett's Pool Plastering, Inc.

Robert R. Burkett - President

Dianne Burkett - Secretary / Treasurer

NONCOLLUSION DECLARATION TO BE EXECUTED
BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the Robert R. Burkett of Burkett Pool Plastering the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 11-27-17 [date], at Ripon [city], California [state].

11/27/2017
(Date)

Robert R. Burkett
(Signature)

NOTE: THIS FORM MUST BE NOTARIZED.

CALIFORNIA JURAT WITH AFFIANT STATEMENT**GOVERNMENT CODE § 8202**

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

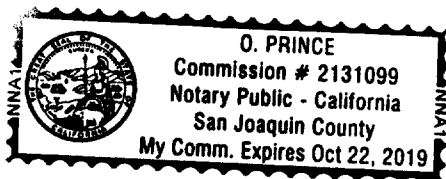
1
2
3
4
5
6

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Joaquin

Subscribed and sworn to (or affirmed) before me

on this 27th day of November, 2017,
by Date Month Year(1) Robert R. Burkett(and (2) N/A),
Name(s) of Signer(s)proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

Signature

Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: Noncollusion Declaration Document Date: 11-27-17Number of Pages: 11 Signer(s) Other Than Named Above: N/A

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has issued an invitation for bids for the work described as follows:

ALLAN WITT AQUATICS COMPLEX POOL REHABILITATION

WHEREAS Burkett's Pool Plastering, Inc.

600 N. Frontage Road, Ripon CA 95366

(Name and address of Bidder)

("Contractor") desires to submit a bid to City for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____

U.S. Specialty Insurance Company

501 West Broadway, Suite 1470, San Diego, CA 92101

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of Ten percent of the total
amount of the bid.

Dollars (\$ 10% of the total amount of the bid), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor is awarded a contract for the work by City and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverages, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: November 17, 2017

"Contractor"

"Surety"

Burkett's Pool Plastering, Inc.
600 N. Frontage Road
Ripon, CA 95366

U.S. Specialty Insurance Company
501 West Broadway, Suite 1470
San Diego, CA 92101

By: [Signature]
Title

By: [Signature]
Title
Carol F. McFarland, Attorney In Fact

By: [Signature]
Title

By: _____
Title

(Seal)

(Seal)

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jeffrey J. Quinn, Marc Q. O'Neil, Nancy Q. O'Neil, Betty R. Lewis,
Alma G. Sablan or Carol F. McFarland of Modesto California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Three Million***** Dollars (\$ **3,000,000.00**).

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

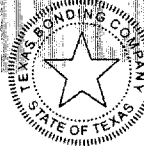
Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:

Daniel P. Aguilar, Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

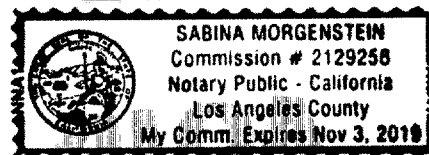
State of California
County of Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature

(Seal)

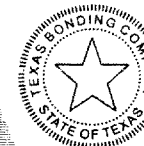


I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 17th day of November, 2017.

Corporate Seals

Bond No. _____
Agency No. 19832



Kio Lo, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Stanislaus)

On November 17, 2017 before me, Dee Nevarez, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Carol F McFarland, Attorney in Fact
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California)

County of Stanislaus)

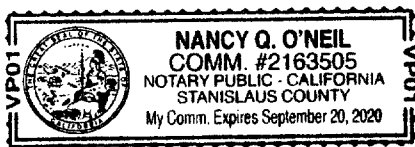
On November 22, 2017 before me, Nancy Q. O'Neil, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Robert R. Burkett
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Nancy Q O'Neil
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Bidder acknowledges receipt of the following addenda:

Addendum No. # 1

Date: Nov. 21st 2017

Addendum No. _____

Date: _____

Addendum No. _____

Date: _____

Addendum No. _____

Date: _____

ARTICLES OF AGREEMENT

THIS AGREEMENT, made on the day of January 11, 2018, by and between CITY OF FAIRFIELD, party of the first part, hereinafter called the CITY, and BURKETT'S POOL PLASTERING, INC., party of the second part, hereinafter called the CONTRACTOR.

It is understood Engineer representing the CITY shall be the City Engineer of Fairfield, acting directly or through properly authorized agents.

WITNESSETH, that the CONTRACTOR and the CITY, for the consideration hereinafter named, agree as follows:

I. SCOPE OF WORK

The CONTRACTOR hereby agrees to furnish all of the materials and all of the equipment and labor necessary and to perform all of the work shown on the plans and described in the specifications for the project entitled:

ALLAN WITT AQUATICS COMPLEX POOL REHABILITATION

all in accordance with the requirements and provisions of the following Documents which are hereby made a part of this Agreement:

- a. Specifications prepared for same by Ponticello Enterprises Consulting Engineers
numbered N/A
and dated October 25, 2017
- b. Advertisement for Bids.
- c. The Accepted Bid, dated November 28, 2017
- d. Instructions to Bidders.
- e. Specifications consisting of:
 - 1) Special Provisions.
 - 2) City of Fairfield Standard Details and Specifications, 2017 edition.
 - 3) Standard Specifications issued by State of California, Department of Transportation, Division of Highways, dated 2015.
- f. Performance Bond, dated Dec 27th, 2017.
- g. Labor and Material Bond, dated Dec 27th, 2017.
- h. Addendum #1, dated November 21, 2017.

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned in all of said documents. Said documents, comprising the complete Contract, are sometimes

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as the Contract Documents. Should there be any conflict between the terms of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

II. TIME OF COMPLETION

- a. The work to be completed under this Contract shall be commenced upon written notice to proceed.
- b. The work shall be completed within **50** working days after the date of written notice to proceed.
- c. Failure to complete the work within the number of days stated in this Article, including extension granted thereto as determined by the Engineer, shall entitle the City to deduct from the monies due to the CONTRACTOR as "Liquidated Damages" (LDs) an amount equal to **Five Hundred Dollars (\$500)** for each calendar day or fraction thereof that expires after the time specified herein of the Contractor to complete the work and the facility or improvements are useable for its intended use. LDs shall apply cumulatively and shall be presume to be damages suffered by the City resulting from delay in the completion of work.
- d. Liquidated Damages for delay in completion of work shall only cover administrative, overhead, general loss of public use damages, interest on bonds and lost revenues when applicable, suffered by the City as a result of delay. LDs shall not cover the cost to complete the work, damages resulting for defective work, costs of substitute facilities, or damages suffered by others who seek to recover their damages for the City (for example, delay claims from other contractors, sub-contractors, tenants, or third-parties, and defense costs thereof.

III. CONTRACT SUM

- a. The CITY shall pay to the CONTRACTOR for the performance of the Contract the amounts determined for the total number of each of the following units of work completed at the unit price stated thereafter. The number of units contained in the attached schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.
- b. Extra work not included in Article I, but authorized after the date of the Contract that cannot be classified as coming under any of the Contract units, may be done at mutually agreed-upon unit prices, or on a lump sum basis, or under the provisions of Section 9 of the City of Fairfield Standard Specifications and Details General Provisions.

ALLAN WITT COMPLEX POOL REHABILITATION

BID SCHEDULE

BASE BID

Item No.	Item of Work	Unit	Qty.	Unit Price	Total Price
BID SCHEDULE A – INDOOR ACTIVITY POOL					
A1	Obtain Required Permits / Drain Certs	LS	1	\$2,500.00	\$2,500.00
A2	Chip Out the Existing Plaster and Haul Away/Dewatering	LS	1	\$74,950.00	\$74,950.00
A3	Ceramic Tile (Remove and Replace Existing Racing Lane with 2" x 2" Tile)	EA	6	\$1,794.00	\$10,764.00
A4	Ceramic Tile (Remove and Replace Existing Wall Targets with 2" x 2" Tile)	EA	12	\$210.00	\$2,520.00
A5	Ceramic Tile (Remove and Replace Trim Tile on Steps with 2 ½" x 6" Tile)	LF	150	\$31.60	\$4,740.00
A6	Ceramic Tile (Remove and Replace 4" Wide Tile Strip Across the Pool Floor at the 4 ½' Depth)	LF	42	\$25.00	\$1,050.00
A7	Ceramic Tile (Remove and Replace Depth Marker Time with 1" x 1" Tile)	EA	52	\$125.00	\$6,500.00
A8	Remove and Replace the 18" x 18" Main Drain Frame and Grate Assembly	EA	6	\$125.00	\$750.00
A9	Remove and Replace the 12" x 12" Main Drain Frame and Grate Assembly	EA	2	\$75.00	\$150.00
A10	Remove and Replace the Sets of Wall Step Inserts	EA	3	\$550.00	\$1,650.00
A11	Remove and Replace the Floor Inlet Fittings and Add 12" x 12" Tile-surrounds with 1" x 1" Tiles	EA	31	\$125.00	\$3,875.00
A12	Apply 2 Coats of White Pool Plaster	LS	1	\$74,950.00	\$74,950.00
TOTAL PRICE BID SCHEDULE A:				\$184,399.00	

Item No.	Item of Work	Unit	Qty.	Unit Price	Total Price
BID SCHEDULE B - CHILDREN'S POOL					
B1	Obtain Required Permits / Drain Certs	LS	1	\$2,500.00	\$2,500.00
B2	Remove and Re-install Play Equipment as Required for Plastering	LS	1	\$7,500.00	\$7,500.00
B3	Chip Out the Existing Plaster and Haul Away/Dewatering	LS	1	\$34,650.00	\$34,650.00
B4	Ceramic Tile (Remove and Replace Depth Marker Tile with 1" x 1" Tile)	EA	10	\$125.00	\$1250.00
B5	Remove and Replace the 18" x 18" Main Drain Frame and Grate Assembly	EA	4	\$125.00	\$500.00
B6	Remove and Replace the 12" x 12" Main Drain Frame and Grate Assembly	EA	2	\$75.00	\$150.00
B7	Remove and Replace the Floor Inlet Fittings and Add 12" x 12" Tile-surrounds with 1" x 1" Tiles	EA	16	\$125.00	\$2000.00
B8	Repair the Pool Rust Spots	EA	16	\$200.00	\$3200.00
B9	Repair the Concrete at the Rim-Flow Gutter	LF	50	\$50.00	\$2500.00
B10	Apply 2 Coats of White Pool Plaster	LS	1	\$34,650.00	\$34,650.00
TOTAL PRICE BID SCHEDULE B:					\$88,900.00
TOTAL PRICE BASE BID (SCHEDULE A + SCHEDULE B):					\$273,299.00

Item No.	Item of Work	Unit	Qty.	Unit Price	Total Price
SCHEDULE C - BID ADDITIVE - RECEIVING POOL					
C1	Obtain Required Permits / Drain Certs	LS	1	\$2,500.00	\$2,500.00
C2	Chip Out the Existing Plaster and Haul Away	LS	1	\$12,870.00	\$12,870.00
C3	Ceramic Tile (Remove and Replace Trim Tile at Underwater Steps with 2 ½" x 6" Tile)	LF	96	\$24.00	\$2,304.00
C4	Ceramic Tile (Remove and Replace Depth Marker Tile with 1" x 1" Tile)	EA	14	\$125.00	\$1,750.00
C5	Remove and Replace the 18" x 18" Main Drain Frame and Grate Assembly	EA	4	\$125.00	\$500.00
C6	Remove and Replace the Sets of Wall Step Inserts	EA	2	\$550.00	\$1,100.00
C7	Remove and Replace the Skimmer Equalizer Covers	EA	4	\$80.00	\$320.00
C8	Remove and Replace the Floor Inlet Fittings and Add 212" x 12" Tile-surrounds with 1" x 1" Tiles	EA	9	\$125.00	\$1,125.00
C9	Apply 2 Coats of White Pool Plaster	LS	1	\$12,870.00	\$12,870.00
TOTAL PRICE BID ADDITIVE:				\$35,339.00	
TOTAL BASE BID (SCHEDULE A + SCHEDULE B + SCHEDULE C)				\$308,638.00	

IV. PROHIBITED INTERESTS

No employee of the City of Fairfield shall have any direct financial interest in this contract. This contract shall be voidable at the option of the City if this provision is violated.

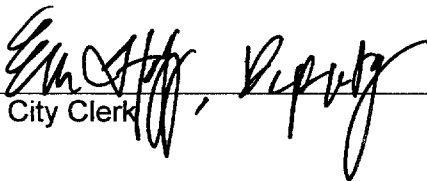
V. WORKERS' COMPENSATION

Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Contractor will comply with such provisions before commencing the performance of the work of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

WITNESS:

CITY OF FAIRFIELD

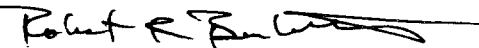

City Clerk

By:


City Manager


BURKETT'S POOL PLASTERING, INC.

By:




Title

Licensed in accordance with an act providing for the registration of contractors.

Contractor's License:

a. Class: C53 / C35 / B

b. Number: 608182

c. Expiration Date: 12/31/2018

FEI Number: 77-0260097